

39

New No.

- A
- B

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C.
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20 PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
(212) 819-8200

20-5, ICHIBANCHÔ, CHIYODA-KU, TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
BIRGER JARLSGATAN 14, STOCKHOLM
CUMHURİYET CAĐDESİ 12/10, İSTANBUL
ZIYA ÜR RAHMAN CAĐDESİ 17/5, ANKARA

TELEX: 12620
RECORDATION NO. 5766

AUG 3 1988-2 50 PM

CJH:LSH

INTERSTATE COMMERCE COMMISSION

August 3, 1988

RECORDATION NO. 5766

AUG 3 1988-2 50 PM

Re Documents for Recordation, 49 USC Section 11303
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 5766

No.

8-216A087

Heather J. Gradison, Chairman
Interstate Commerce Commission
12th Street & Constitution Avenue N.W.
Washington, D.C. 20423

AUG 3 1988-2 50 PM

AUG 3 1988

INTERSTATE COMMERCE COMMISSION

39.00

ICC Washington, D.C.

Dear Ms. Gradison:

Enclosed herewith are an original and 2 counterparts of each of the three documents described below, to be recorded today pursuant to Section 11303 of Title 49 of the U.S. Code.

The first document, identified as "Equipment Lease Agreement," dated as of August 1, 1988, is a lease and is a primary document.

The names and addresses of the parties to such document are as follows:

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

LESSEE: CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

New Number

Aug 3 2 41 PM '88
MOTOR OPERATING UNIT
100 OFFICE OF
THE SECRETARY

Counterpart
C. J. Koppelman

A short summary of the document to appear in the Index should be as follows:

Equipment Lease Agreement dated as of August 1, 1988 between Wilmington Trust Company, not in its individual capacity but solely as trustee, Lessor, and CSX Transportation, Inc., Lessee, covering up to 960 open top hopper railcars (100 ton), from series identified by the Lessee as : CSXT Nos. 811921-812883, CSXT Nos. 806042-806973, CSXT Nos. 807442-808962, and CSXT Nos. 810877-811218.

The second document, identified as "Loan and Security Agreement", dated as of August 1, 1988, is a loan agreement, and is also a primary document.

The names and addresses of the parties to such document are as follows:

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

LENDERS: The Prudential Insurance
Company of America
Prudential Property and Casualty
Insurance Company
Pruco Life Insurance Company
c/o Prudential Capital Corporation
Three Gateway Center
Newark, NJ 07102

A short summary of the document to appear in the Index should be as follows:

Loan and Security Agreement dated as of August 1, 1988 between Wilmington Trust Company, not in its individual capacity but as Owner Trustee, Lessor, and The Prudential Insurance Company of America, Prudential Property and Casualty Life

Insurance Company and Pruco Life Insurance Company, Lenders, covering up to 960 open top hopper railcars (100 ton) from series identified by the Lessee as: CSXT Nos. 811921-812883, CSXT Nos. 806042-806973, CSXT Nos. 807442-808962, and CSXT Nos. 810877-811218.

The third document, identified as "Lease and Security Agreement Supplement No. 1", dated August 3, 1988 is a supplement to the Equipment Lease Agreement and the Loan and Security Agreement, and is a secondary document which is being filed concurrently with the above-referenced primary documents to which recordation numbers have not yet been assigned.

The names and addresses of the parties to such document are as follows:

- B	LESSOR/OWNER: TRUSTEE	Wilmington Trust Company Rodney Square North Wilmington, DE 19890
	LESSEE:	CSX Transportation, Inc. 100 N. Charles Street Baltimore, MD 21201
	LENDERS:	The Prudential Life Insurance Company of America Prudential Property and Casualty Insurance Company Pruco Life Insurance Company c/o Prudential Capital Corporation Three Gateway Center Newark, NJ 07102

A description of the equipment covered by the document is attached hereto as Schedule A.

A short summary of the document to appear in the Index should be as follows:

Heather J. Gradison, Chairman

-4-

Lease and Security Agreement Supplement No. 1 dated August 3, 1988 among Wilmington Trust Company, not in its individual capacity but as Lessor/Owner Trustee, CSX Transportation, Inc., Lessee and The Prudential Life Insurance Company of America, Prudential Property and Casualty Insurance Company and Pruco Life Insurance Company, Lenders, covering 346 open top hopper railcars (100 ton).

A check for the required recordation fee of \$39.00 is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to the undersigned.

The undersigned certifies that he is acting as counsel to The Prudential Insurance Company of America, Prudential Property and Casualty Insurance Company and Pruco Life Insurance Company, Lenders, for purposes of this filing and that he has knowledge of the matter set forth in the above-described documents.

Very truly yours,



Clifford J. Hendel

Enclosures

cc: Sylvia F. Chin, Esq.
Gad J. Cohen, Esq.

1 5766-B

RECORDATION NO. _____ FILED 1988

- B

AUG 3 1988-2 50 PM

INTERSTATE COMMERCE COMMISSION

LEASE AND SECURITY AGREEMENT SUPPLEMENT NO. 1

Dated August 3, 1988

Among

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as trustee
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,
PRUDENTIAL PROPERTY AND CASUALTY
INSURANCE COMPANY

and

PRUCO LIFE INSURANCE COMPANY,
Lenders

OPEN TOP HOPPER RAILCARS

Note: This Lease and Security Agreement Supplement and certain rights of Lessor hereunder and in the Units covered hereby have been assigned to, and are subject to a security interest in favor of Lenders. To the extent, if any, that this Lease and Security Agreement Supplement shall constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease and Security Agreement Supplement may be created except through the transfer or possession of the original counterpart which the parties shall mark "Counterpart Number 1". This is Counterpart Number ____.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON _____, 1988
AT ____:____ RECORDATION NUMBER ____.

THIS LEASE AND SECURITY AGREEMENT SUPPLEMENT NO. 1, dated August 3, 1988, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of August 1, 1988 (the "Trust Agreement") with TECO INVESTMENTS, INC., CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey mutual insurance company, PRUDENTIAL PROPERTY AND CASUALTY INSURANCE COMPANY, a New Jersey corporation and PRUCO LIFE INSURANCE COMPANY, an Arizona corporation (each, a "Lender," and collectively, "Lenders").

W I T N E S S E T H:

WHEREAS, Lessor, Lessee and Lenders have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into an Equipment Lease Agreement (the "Lease"), and Lenders and Owner Trustee have heretofore entered into a Loan and Security Agreement (the "Security Agreement"), each dated as of August 1, 1988 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix I to each of the Lease and the Security Agreement);

WHEREAS, the Participation Agreement and the Lease provide that on each Purchase Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Units to be conveyed on such Purchase Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Purchase Date;

WHEREAS, the Participation Agreement, the Lease, and the Security Agreement provide for the execution of a Lease and Security Agreement Supplement substantially in the form hereof for the purposes of leasing the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Units to the lien of the Security Agreement;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Lenders hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Units for all purposes hereof and of the Lease.

3. The aggregate Lessor's Cost of the Units leased hereunder is \$7,104,625 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Unit leased hereunder are set forth on Schedule 1 hereto.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Security Agreement Supplement, on the last day of the Interim Term to pay Interim Rent to Lessor for the Units, in the amount of \$240,673.11 and on each Rent Payment Date to pay Base Rent to Lessor for each Unit as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Yield Maintenance Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto Lenders in (i) the Units listed on Schedule 1 hereto and (ii) this Lease and Security Agreement Supplement, in each case excluding Excepted Payments and Rights, to have and to hold unto Lenders and their successors and assigns for their and their own use and benefit forever.

6. All of the provisions of the Lease and the Security Agreement are hereby incorporated by reference in this Lease and Security Agreement Supplement to the same extent as if fully set forth herein.

7. This Lease and Security Agreement Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Security Agreement Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Lenders have caused this Lease and Security Agreement Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By: _____
Title: _____

Lessee

CSX TRANSPORTATION, INC.

By: _____
Title: _____

Lenders

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
by PruCapital Management, Inc.,
its Agent

By: Thomas M. LeBrun
Title: Vice President

PRUDENTIAL PROPERTY AND CASUALTY
INSURANCE COMPANY

By: James C. Dadds
Title: Assistant Financial Vice President

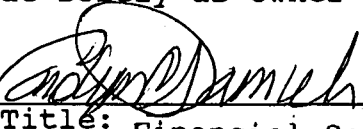
PRUCO LIFE INSURANCE COMPANY

By: James C. Dadds
Title: Assistant Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Lenders have caused this Lease and Security Agreement Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

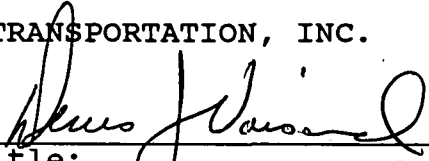
Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By: 
Title: Financial Services Officer

Lessee

CSX TRANSPORTATION, INC.

By: 
Title: AVR & TREASURER - EQUIPMENT UNIT

Lenders

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
by PruCapital Management, Inc.,
its Agent

By: _____
Title: _____

PRUDENTIAL PROPERTY AND CASUALTY
INSURANCE COMPANY

By: _____
Title: _____

PRUCO LIFE INSURANCE COMPANY

By: _____
Title: _____

STATE OF New Jersey)
 : ss.:
COUNTY OF Essex)

On this 7th day of August,
1988, before me personally appeared Thomas M. LeBrun,
to me personally known, who, being by me duly sworn, says
that he is Vice President
of PruCapital Management, Inc., agent for THE PRUDENTIAL
INSURANCE COMPANY OF AMERICA, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Diane C. Smith
Notary Public

My Commission Expires:

[Notary Seal]

DIANE C. SMITH
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 22, 1993

STATE OF New Jersey)
 : ss.:
COUNTY OF Essex)

On this 2nd day of August,
1988, before me personally appeared James C. Woods,
to me personally known, who, being by me duly sworn, says
that he is Assistant Financial Vice President
of PRUDENTIAL PROPERTY AND CASUALTY INSURANCE COMPANY, that
said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Diane C. Smith
Notary Public

My Commission Expires:

[Notary Seal]

DIANE C. SMITH
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 22, 1993

STATE OF New Jersey)
 : ss.:
COUNTY OF Essex)

On this 7th day of August,
1988, before me personally appeared James C. Woods,
to me personally known, who, being by me duly sworn, says
that he is Assistant Vice President
of PRUCO LIFE INSURANCE COMPANY, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Diane C. Smith
Notary Public

My Commission Expires:

[Notary Seal]

DIANE C. SMITH
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 22, 1993

STATE OF Maryland)
City) : ss.:
COUNTY OF Baltimore)

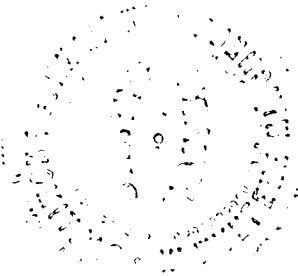
On this 1st day of August, 1988,
before me personally appeared Dennis J. Wisniewski, to me
personally know, who, being by me duly sworn, says that he
is VP & Treasurer of CSX TRANSPORTATION, INC., that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors and he acknow-
ledged that the execution of the foregoing instrument was
the free act and deed of said cooperation.

H. Marlene Winchell
Notary Public

My Commission Expires;

[Notary Seal]

H. MARLENE WINCHELL
BALTO. CO., MD.
My Commission Expires July 1, 1990



STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.:

On this 2nd day of August, 1988,
before me personally appeared Carolyn C. Daniels, to me
personally know, who, being by me duly sworn, says that he
is Financial Services Officer of WILMINGTON TRUST COMPANY, that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors and he acknow-
ledged that the execution of the foregoing instrument was
the free act and deed of said cooperation.

Patti Mendik
Notary Public

My Commission Expires;

[Notary Seal]

PATTI MENDIK
Notary Public, State of New York
No. 30-4898557
Qualified in Nassau County
Commission Expires June 15, 1989

CARS = 175 at \$21,397

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 811928	CSXT 812149	CSXT 812426	CSXT 812701
CSXT 811935	CSXT 812150	CSXT 812430	CSXT 812705
CSXT 811939	CSXT 812153	CSXT 812438	CSXT 812725
CSXT 811940	CSXT 812154	CSXT 812446	CSXT 812727
CSXT 811943	CSXT 812155	CSXT 812447	CSXT 812729
CSXT 811955	CSXT 812158	CSXT 812459	CSXT 812741
CSXT 811956	CSXT 812160	CSXT 812463	CSXT 812746
CSXT 811965	CSXT 812163	CSXT 812465	CSXT 812750
CSXT 811970	CSXT 812164	CSXT 812470	CSXT 812752
CSXT 811972	CSXT 812177	CSXT 812476	CSXT 812754
CSXT 811978	CSXT 812181	CSXT 812479	CSXT 812756
CSXT 811979	CSXT 812190	CSXT 812482	CSXT 812764
CSXT 811984	CSXT 812204	CSXT 812489	CSXT 812769
CSXT 811986	CSXT 812208	CSXT 812493	CSXT 812772
CSXT 811989	CSXT 812222	CSXT 812498	CSXT 812782
CSXT 811996	CSXT 812229	CSXT 812505	CSXT 812783
CSXT 811998	CSXT 812233	CSXT 812506	CSXT 812786
CSXT 811999	CSXT 812244	CSXT 812516	CSXT 812788
CSXT 812001	CSXT 812257	CSXT 812519	CSXT 812801
CSXT 812002	CSXT 812260	CSXT 812524	
CSXT 812006	CSXT 812266	CSXT 812528	
CSXT 812007	CSXT 812269	CSXT 812531	
CSXT 812018	CSXT 812278	CSXT 812532	
CSXT 812019	CSXT 812280	CSXT 812534	
CSXT 812026	CSXT 812289	CSXT 812535	
CSXT 812028	CSXT 812290	CSXT 812538	
CSXT 812030	CSXT 812293	CSXT 812555	
CSXT 812032	CSXT 812314	CSXT 812556	
CSXT 812034	CSXT 812318	CSXT 812562	
CSXT 812040	CSXT 812319	CSXT 812570	
CSXT 812056	CSXT 812325	CSXT 812582	
CSXT 812058	CSXT 812326	CSXT 812584	
CSXT 812063	CSXT 812328	CSXT 812592	
CSXT 812068	CSXT 812329	CSXT 812594	
CSXT 812073	CSXT 812332	CSXT 812598	
CSXT 812077	CSXT 812341	CSXT 812604	
CSXT 812078	CSXT 812344	CSXT 812618	
CSXT 812084	CSXT 812353	CSXT 812620	
CSXT 812090	CSXT 812357	CSXT 812621	
CSXT 812091	CSXT 812358	CSXT 812623	
CSXT 812093	CSXT 812370	CSXT 812625	
CSXT 812104	CSXT 812394	CSXT 812631	
CSXT 812114	CSXT 812395	CSXT 812645	
CSXT 812121	CSXT 812399	CSXT 812649	
CSXT 812123	CSXT 812401	CSXT 812653	
CSXT 812126	CSXT 812403	CSXT 812656	
CSXT 812134	CSXT 812409	CSXT 812668	
CSXT 812136	CSXT 812410	CSXT 812674	
CSXT 812141	CSXT 812411	CSXT 812675	
CSXT 812142	CSXT 812412	CSXT 812689	
CSXT 812145	CSXT 812413	CSXT 812695	
CSXT 812148	CSXT 812419	CSXT 812699	

CARS = 171 at \$19,650

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 806042	CSXT 806357	CSXT 806638	CSXT 806903
CSXT 806043	CSXT 806359	CSXT 806648	CSXT 806912
CSXT 806048	CSXT 806367	CSXT 806654	CSXT 806919
CSXT 806051	CSXT 806369	CSXT 806660	CSXT 806930
CSXT 806053	CSXT 806373	CSXT 806664	CSXT 806931
CSXT 806055	CSXT 806376	CSXT 806668	CSXT 806933
CSXT 806062	CSXT 806382	CSXT 806670	CSXT 806934
CSXT 806071	CSXT 806384	CSXT 806676	CSXT 806942
CSXT 806081	CSXT 806390	CSXT 806678	CSXT 806945
CSXT 806088	CSXT 806393	CSXT 806679	CSXT 806953
CSXT 806094	CSXT 806395	CSXT 806680	CSXT 806954
CSXT 806099	CSXT 806402	CSXT 806681	CSXT 806963
CSXT 806100	CSXT 806405	CSXT 806682	CSXT 806964
CSXT 806102	CSXT 806417	CSXT 806687	CSXT 806966
CSXT 806105	CSXT 806422	CSXT 806718	CSXT 806973
CSXT 806108	CSXT 806438	CSXT 806719	
CSXT 806110	CSXT 806444	CSXT 806727	
CSXT 806126	CSXT 806445	CSXT 806728	
CSXT 806135	CSXT 806446	CSXT 806735	
CSXT 806153	CSXT 806459	CSXT 806743	
CSXT 806157	CSXT 806463	CSXT 806746	
CSXT 806164	CSXT 806464	CSXT 806754	
CSXT 806166	CSXT 806466	CSXT 806772	
CSXT 806167	CSXT 806487	CSXT 806775	
CSXT 806171	CSXT 806499	CSXT 806781	
CSXT 806178	CSXT 806500	CSXT 806783	
CSXT 806179	CSXT 806501	CSXT 806784	
CSXT 806202	CSXT 806516	CSXT 806788	
CSXT 806211	CSXT 806524	CSXT 806796	
CSXT 806213	CSXT 806532	CSXT 806797	
CSXT 806218	CSXT 806534	CSXT 806798	
CSXT 806219	CSXT 806536	CSXT 806803	
CSXT 806221	CSXT 806541	CSXT 806820	
CSXT 806222	CSXT 806543	CSXT 806821	
CSXT 806239	CSXT 806547	CSXT 806826	
CSXT 806254	CSXT 806551	CSXT 806829	
CSXT 806262	CSXT 806563	CSXT 806833	
CSXT 806268	CSXT 806570	CSXT 806837	
CSXT 806286	CSXT 806575	CSXT 806838	
CSXT 806290	CSXT 806576	CSXT 806840	
CSXT 806294	CSXT 806580	CSXT 806841	
CSXT 806295	CSXT 806581	CSXT 806842	
CSXT 806307	CSXT 806601	CSXT 806846	
CSXT 806310	CSXT 806603	CSXT 806848	
CSXT 806311	CSXT 806604	CSXT 806849	
CSXT 806313	CSXT 806606	CSXT 806853	
CSXT 806314	CSXT 806613	CSXT 806854	
CSXT 806316	CSXT 806614	CSXT 806869	
CSXT 806324	CSXT 806619	CSXT 806870	
CSXT 806332	CSXT 806623	CSXT 806876	
CSXT 806333	CSXT 806629	CSXT 806895	
CSXT 806345	CSXT 806635	CSXT 806901	